

**AN ORDINANCE 2006 - 01 - 19 - 0077**

**AMENDING THE CURRENT PROFESSIONAL SERVICE CONTRACT WITH BEATY & PARTNERS ARCHITECTS, INC. FOR ADDITIONAL WORK IN CONNECTION WITH THE LEVI STRAUSS PARKS AND RECREATION OPERATIONS HEADQUARTERS AND COMMUNITY CENTER PROJECT LOCATED IN DISTRICT 6 FOR AN AMOUNT NOT TO EXCEED \$535,275.00; AUTHORIZING \$53,527.00 FOR ARCHITECT CONTINGENCY, AND \$1,800.00 FOR BID ADVERTISING AND PRINTING FOR A TOTAL AMOUNT OF \$590,602.00; APPROPRIATING \$590,602.00 FROM 1999-2004 PARK BOND FUNDS; AND PROVIDING FOR PAYMENT.**

\* \* \* \* \*

**WHEREAS**, in the 1999 Park Bond Issue, voters approved \$1.5 million for the relocation of the City Nursery out of Brackenridge Park and the development of a new landscaped parking lot in its place to serve users of Brackenridge Park; and

**WHEREAS**, Beaty & Partners Architects, Inc. was selected to do the architectural plans for this project, to include relocation of the nursery operation through Ordinance 93601 authorized on March 21, 2001; and

**WHEREAS**, shortly thereafter, the 3-story building in Brackenridge Park that served as the field headquarters for about 200 Parks and Recreation Department staff was deemed structurally unsafe; and

**WHEREAS**, it was determined that the City Nursery, permanent field headquarters and maintenance yard, and other scattered offices would be combined into one relocation effort to create a central location with shared resources; and

**WHEREAS**, the City acquired the Levi Strauss manufacturing facility on Highway 90 in City Council District 6 and adjacent acreage on June 6, 2004 through Ordinance 99351 for the relocation and centralization of the Parks and Recreation Department field operations and development of a community center; and

**WHEREAS**, the Levi Strauss facility, prior to acquisition by the City, was inspected by Beaty & Partners Architects, Inc. and the firm assisted the Parks and Recreation Department with space planning and cost estimating to determine if one building and adjacent property would fit the needs of the Parks and Recreation Department; and

**WHEREAS**, the scope of work has expanded since the original professional services contract authorization, to include renovation of the existing building into a headquarters facility, development of warehouse, shops, maintenance and equipment space and parking, as well as the original scope items of the nursery and tree growing operation; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**Section 1.** The City Manager, or her designee, is hereby authorized to execute a contract amendment with Beaty & Partners Architects, Inc. to increase the scope of work in connection with the Levi Strauss Parks and Recreation Operations Headquarters and Community Center Project for the amount not to exceed \$535,275.00. A copy of said contract amendment is attached hereto and incorporated herein for all purposes as Attachment I

**Section 2.** The amount of \$590,602.00 is appropriated in fund 45983000, 1999 Park Improvements 2002 Bonds, WBS GO-00073-01-01-24 GL account 6102100 – Interfund Transfer out entitled Transfer to 26-00296-90-02. The amount of \$590,602.00 is authorized to be transferred to fund 45989000.

**Section 3.** The budget in fund 45989000, Project Definition 26-00296, City Nursery Facility Relocation/Bracken, shall be revised by increasing WBS element 26-00296-90-02, entitled TRF FR WBS GO-00073-01-01-24, GL account 6101100 – Interfund Transfer In, by the amount of \$590,602.00.

**Section 4.** The amount of \$535,275.00 is appropriated in Fund 45989000, Project Definition 26-00296, City Nursery Facility Relocation/Bracken, WBS element 26-00296-01-19-01 is authorized to be encumbered and made payable to Beaty & Partners Architects.

**Section 5** The amount of \$53,527.00 is appropriated in Fund 45989000 Project Definition 26-00296, City Nursery Facility Relocation/Bracken, WBS element 26-00296-01-19-02 is authorized to be encumbered and made payable for architect contingency.

**Section 6.** The amount of \$1,800.00 is appropriated in Fund 45989000, Project Definition 26-00296, City Nursery Facility Relocation/Bracken, WBS element 26-00296-01-10 is authorized to be encumbered and made payable for bid advertising and printing expenses.

**Section 7.** The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

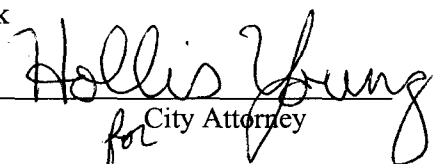
**Section 8.** This ordinance shall become effective on and after January 29, 2006.

PASSED AND APPROVED this 19<sup>th</sup> day of January, 2006.

  
M A Y O R

PHIL HARDBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

# Agenda Voting Results

**Name:** 4.

**Date:** 01/19/06

**Time:** 11:21:29 AM

**Vote Type:** Multiple selection

**Description:** An Ordinance amending the current professional service contract with Beaty & Partners Architects, Inc. for additional work in connection with the Levi Strauss Parks and Recreation Operations Headquarters and Community Center Project located in District 6 for an amount not to exceed \$535,275.00; authorizing \$53,527.00 for architect contingency, and \$1,800.00 for bid advertising and printing for a total amount of \$590,602.00; appropriating \$590,602.00 from 1999-2004 Park Bond funds; and providing for payment. [Presented by Malcolm Matthews, Director, Parks and Recreation; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4			x	
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

10.27.05

Scott Stover, Parks Project Manager  
Department of Parks and Recreation  
506 Dolorosa  
San Antonio, Texas 78283-3966

Re: San Antonio Parks and Recreation Department Facilities, Levi Strauss Building  
Brackenridge Park Parking Facility

**SCOTT**, we offer this proposal for Architectural Services for this project. This proposal supersedes our previous proposal of 10.07.04 and reflects the increased project scope based on our recent programming and schematic design work. We outline below our understanding of the current project scope, proposed services, compensation, and other matters:

### PROJECT SCOPE

1. The interior remodeling of portions of the approximately 125,000 square foot, one-story Levi Strauss Building II (*Levi Building*) for San Antonio Parks and Recreation Department (*SAPAR*) office and warehouse/shop facilities;
2. The remodeling of 10,000-15,000 square feet of interior space in the Levi Building for use as a public Community Center (*Levi Community Center*);
3. Exterior remodeling of the front facade of the Levi Building;
4. Site development of the Levi Building site, including fencing, parking, landscape and hardscape improvements;
5. Site development of a portion of the adjoining 22 acre tract east of the Levi Building, including: fencing, parking for SAPAR vehicles and equipment, one new greenhouse, plant material storage, and chemical storage building (*relocated from the existing Brackenridge site*);
6. Demolition of the existing City Nursery Complex located on an approximately 3.3 acre site in Brackenridge Park (*Brackenridge Site*), San Antonio, Texas, and the construction of a public parking lot;
7. A total project budget for the Levi Building, Community Center, and Levi Building site development (inclusive of construction, professional fees, and contingencies) of \$6.165 million, of which \$1.065 million is dedicated to the Community Center; a project budget for the Brackenridge site has not yet been developed, but a range of \$0.75 to \$1 million is anticipated.

### SERVICES TO BE PROVIDED BY THE ARCHITECT

As detailed on the Services Schedule attached as Exhibit "A" to this proposal and summarized below (*where noted, services apply to either the Levi Building or Brackenridge Site, but not to both*):

#### I. Pre-Design Services for:

- Limited Site Survey Services
- Programming- *Levi Building*
- Measured Drawings- *Levi Building*
- Existing Tree/Landscape Analysis- *Brackenridge Site*

Beaty & Partners Architects, Inc.  
110 Broadway  
Suite 600  
San Antonio, Texas 78205  
voice 210.212.8022  
fax 210.212.8018  
[www.beatypartners.com](http://www.beatypartners.com)

**II. Design Services for:**

- Architectural Design and Construction Documents
- Interior Architecture- *Levi Building*
- Landscape Architecture
- Landscape Irrigation System Design
- Interior Color / Finish Selections- *Levi Building*
- Color / Finish Selection Display Board- *Levi Building*
- Sign Design and Construction Documents
- Color Site Plan Renderings of the Project
- Color Floor Plan Rendering of the Project- *Levi Building*
- Structural Engineering
- Mechanical-Electrical Engineering
- Energy Efficiency Analysis- *Levi Building*
- Civil Engineering
- Traffic Impact Study
- Drainage Study
- Pervious Cover Calculations

**III. Contract Procurement Services for:**

- General Contract Procurement Services
- Competitive Bidding

**IV. Contract Administration Services for:**

- General Administration
- Site visits / Construction Site Meetings
- Certification of Payments to Contractor
- Submittal Review
- Administration of Changes in the Work
- Substantial and Final Completion Inspection

**V. General Project Administration Services for:**

- Management of Services of Architect and Consultants
- Client Presentations / Meetings
- Special Presentations / Meetings
- Preliminary Plan Review Conference
- Assistance in Texas Department of Licensing and Regulation (TDLR) Accessibility (ADA) Approval
- Assistance in San Antonio Historic and Design Review Commission (HDRC) Approval- *Brackenridge Site*
- Assistance in City Building Permitting Approval

**VI. Construction Cost and Scheduling Services for:**

- Opinions of Probable Construction Cost
- Project Schedule

**VII. Post Construction Services for:**

- Record Drawings

**VIII. Special Services**

None

**CHANGES IN SERVICES OF THE ARCHITECT**

Changes in Services of the Architect, if required, include:

- Work required beyond the scope of services described in the Services Schedule;
- Items specifically identified as Changes in Service in the Services Schedule;
- Revisions in the Architect's work due to change in instructions or approvals given by the Client;
- Enactment or revisions to codes, laws, ordinances, or official interpretations which necessitate changes in the Architect's work;
- Significant changes in the scope of the project.

**SERVICES/INFORMATION TO BE PROVIDED BY THE CLIENT**

As detailed on the Services Schedule attached as Exhibit "A" to this agreement and summarized below:

- Site Selection
- Platting/Zoning, if any
- Hazardous Material Assessment and/or Abatement
- Environmental Impact Studies, if any
- Fire Flow Testing
- Building Permit Affidavit/s
- Tree Affidavit
- Move-in/Start up
- Post Construction Accessibility Inspections
- Geotechnical Testing and Evaluation, if any

**COMPENSATION****For the Services indicated in the Services Schedule:**

A total stipulated fixed fee, inclusive of services previously provided and billed, of four hundred seventy seven thousand nine hundred dollars (\$477,900), as follows:

***Levi Building and Site Development, exclusive of Community Center:***

<b>Pre-design Services</b>	<b>\$ 42,000</b>
Schematic design documents	\$ 66,275
Design Development documents	\$ 62,370
Construction Documents/Contract Procurement	\$ 128,645
Contract Administration Services	\$ 52,110
<b>Design, Documentation, and Administration Services</b>	<b>\$ 309,400</b>

***Levi Building Community Center:******Pre-design Services (included in above)***

Schematic design documents	\$ 11,475
Design Development documents	\$ 8,605
Construction Documents/Contract Procurement	\$ 25,820
Contract Administration Services	\$ 11,475
<b>Design, Documentation, and Administration Services</b>	<b>\$ 57,375</b>

***Brackenridge Site Development:***

<b>Pre-design Services</b>	<b>\$ 6,975</b>
Schematic design documents	\$ 13,700
Design Development documents	\$ 11,250
Construction Documents/Contract Procurement	\$ 24,950
Contract Administration Services	\$ 12,250
<b>Design, Documentation, and Administration Services</b>	<b>\$ 62,150</b>
<b>GRAND TOTAL</b>	<b>\$477,900</b>

Fees for General Project Administration Services, Construction Cost and Scheduling Services, and Post Construction services are prorated into the above breakdown.

The Architect's compensation allocated to Contract Administration services shall be due as equal monthly payments during the construction phase established in the Schedule of Services or in the contract for construction, whichever is less.

**For Changes in Service, if any:**

On an hourly rate basis at the Architect's Standard Hourly Rates and/or the Architect's Consultants' standard hourly rates times a multiple of one and fifteen hundredths (1.15) times, in effect at the time the services are performed.

**For Reimbursable Expenses:**

Reimbursable expenses, excluding review documents as listed below, such as plotting and reproduction of documents (exclusive of interoffice and interdisciplinary coordination prints), preparation and transmission of electronic files (exclusive of interdisciplinary transmission of files between the Architect and the Architect's consultants), fees for governmental reviews, auto travel mileage, delivery charges, long distance communication, freight, and expenses incurred in travel and lodging will be billed monthly at 1.15 times the Architect's cost and will be in addition to the above compensation. A current schedule of standard reimbursable expense rates is available from the Architect upon request.

**Review documents provided to the Owner:**

- Pre-Design Services up to 5 sets
- Schematic Design Documents up to 5 sets
- Design Development Documents up to 5 sets
- Construction Documents up to 9 sets

**Invoices:**

Invoices for the work performed will be submitted each month. Payment is due upon receipt.

**OTHER PROVISIONS**

We propose the following production schedule (in calendar days):

Pre-Design Services/ Levi Building *(previously completed)*

Design Services


- Schematic Design Documents  
*(including pre-design services for Brackenridge)* 45 days
- Design Development Documents 45 days
- Construction Documents 120 days

This proposal is subject to change or withdrawal if it has not been accepted and executed by the Client within ninety (90) days.

The fee for the Levi Building and Brackenridge Site assumes the project will be designed, documented, bid and constructed as a single project with one General Contractor. Should the Client elect to break the project into separate packages, the fee is subject to an equitable increase.

If this proposal is acceptable, please allow it to serve as the basis for our Owner/Architect Agreement. Because of the unusual nature of this project's various components and scope, we request that this proposal and its attachments be made an exhibit to such agreement.

Sincerely,

  
Michael Beaty AIA  
president

mb: pp

xc: contract file

Attachments: Exhibit A, Services Schedule

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas, 512.458.4126, has jurisdiction over individuals licensed as Architects or Landscape Architects under the Architect's Registration Laws, Articles 249a and 249c, VTCS.

**SERVICES SCHEDULE**  
for

**San Antonio Parks and Recreation Department Facilities, Levi Strauss Building  
Brackenridge Park Parking Facility  
San Antonio, Texas**

**EXHIBIT A TO ARCHITECT'S PROPOSAL**  
dated: 10.27.05**CHECKLIST OF SERVICES PROVIDED BY THE ARCHITECT**

*Services checked are provided by the Architect; services not checked are not provided by the Architect and are to be provided by the Client and/or Client's Consultants or are deemed by the Client to not be necessary for this project.*

*Where noted, services apply to either the Levi Building or Brackenridge Site, but not to both.*

**I. PRE-DESIGN SERVICES**

- ☒ Limited Site Survey Services
- ☐ Geotechnical Testing and Evaluation
- ☐ Site Analysis
- ☐ Master Planning
- ☒ Programming- *Levi Building*
- ☐ Alternate Design Studies
- ☐ Existing Facilities Survey
- ☒ Measured Drawings- *Levi Building*
- ☒ Existing Tree/Landscape Analysis- *Brackenridge Site*
- ☐ Arborist Services
- ☐ Ordinance/Code Evaluation

**II. DESIGN SERVICES**

- ☒ Architectural Design and Construction Documents
- ☒ Interior Architecture- *Levi Building*
- ☒ Landscape Architecture
- ☐ Site Furnishings Selection
- ☐ Special Landscape/Site Design Features
- ☐ Conceptual Site Lighting Design
- ☒ Landscape Irrigation System Design
- ☐ Basic Area Calculations
- ☐ Exterior Color Selections
- ☒ Interior Color/Finish Selections- *Levi Building*
- ☒ Color/Finish Selection Display Board- *Levi Building*
- ☒ Sign Design and Construction Documents
- ☐ Color Elevation Rendering/s of the Project
- ☒ Color Site Plan Renderings of the Project
- ☒ Color Floor Plan Rendering of the Project- *Levi Building*
- ☐ Furnishings, Fixtures, and Equipment (FF&E) Selection
- ☒ Structural Engineering
- ☒ Mechanical-Electrical Engineering
- ☒ Energy Efficiency Analysis- *Levi Building*
- ☒ Civil Engineering
- ☒ Traffic Impact Studies
- ☒ Drainage Studies
- ☒ Pervious Cover Calculations



**III. CONTRACT PROCUREMENT SERVICES**

- ☒ General Contract Procurement Services
- ☒ Competitive Bidding
- ☐ Negotiated Proposals
- ☐ Assistance in Value Engineering

**IV. CONTRACT ADMINISTRATION SERVICES**

- ☒ General Administration
- ☒ Site Visits/ Construction Site Meetings
- ☒ Certifications of Payments to Contractor
- ☒ Submittal Review
- ☒ Administration of Changes in the Work
- ☒ Substantial and Final Completion Inspection

**V. GENERAL PROJECT ADMINISTRATION SERVICES**

- ☒ Management of Services of Architect and Consultants
- ☐ Assessment of Alternative Materials and Systems
- ☒ Client Presentations / Meetings
- ☒ Special Presentations / Meetings
- ☒ Preliminary Plan Review Conference
- ☒ Assistance in Texas Department of Licensing and Regulation (TDLR) Accessibility (ADA) Approval
- ☒ Assistance in San Antonio Historic and Design Review Commission (HDRC) Approval- *Brackenridge Site*
- ☒ Assistance in City Building Permitting Approval

**VI. CONSTRUCTION COST AND SCHEDULING SERVICES**

- ☒ Opinions of Probable Construction Cost
- ☒ Project Schedule

**VII. POST CONSTRUCTION SERVICES**

- ☐ One-Year Warranty Inspection
- ☒ Record Drawings

**VIII. SPECIAL SERVICES**

- ☐ Perspective rendering and/or 3D Computer Imaging
- ☐ Scale Model
- ☐ Custom Presentation/Marketing Materials
- ☐ Building Permit Application
- ☐ Detailed Building Area Calculations

**CHECKLIST OF INFORMATION / SERVICES PROVIDED BY THE CLIENT**

*Services checked are provided by the Client and/or Client's Consultants; services not checked are provided by the Architect as noted on the preceding checklist, or are deemed by the Client to not be necessary for this project.*

- ☒ Site Selection
- ☒ Platting/ Zoning
- ☒ Hazardous Material Assessment and/or Abatement
- ☒ Environmental Impact Studies
- ☒ Fire Flow Testing
- ☒ Building Permit Affidavit/s
- ☒ Tree Affidavit
- ☒ Move-in/ Start up
- ☒ Post Construction Accessibility Inspection

- ☐ Site Survey (including, but not limited to, metes and bounds, zoning, platting, utilities, topography, easements, encroachments, existing construction and vegetation)
- ☒ Geotechnical Testing and Evaluation
- ☐ Master Planning
- ☐ Programming
- ☐ Existing Facilities Survey
- ☐ Measured Drawings
- ☐ Civil Engineering
- ☐ Traffic Impact Study
- ☐ Drainage Study
- ☐ Pervious Cover Calculations
- ☐ Structural Engineering
- ☐ Mechanical Electrical Engineering
- ☐ Energy Efficiency Analysis
- ☐ Landscape Architecture
- ☐ Arborist Services
- ☐ Existing Landscape Analysis
- ☐ Landscape Irrigation System Design
- ☐ Furnishings, Fixtures, and Equipment (FF&E) Selection
- ☐ Estimates/Evaluations of the Cost of the Work
- ☐ Project Schedule
- ☐ Building Permit Application
- ☐ Record Drawings
- ☐ Post-Contract Evaluations
- ☐ Other Information / Services (as outlined below)  
not applicable

## **SERVICES PROVIDED BY THE ARCHITECT**

### **I. PRE-DESIGN SERVICES**

---

#### **LIMITED SITE SURVEY SERVICES - Levi Building**

The Architect shall engage a consultant to furnish limited site survey and topographic information needed for minor site work revisions only.

The Survey information above is a part of the Client's responsibilities for the project, and the Architect's providing Survey services does not relieve the Client from responsibility for the accuracy of the information. The Architect shall be entitled to rely on the accuracy of the Survey information as if it had been provided by the Client.

#### **LIMITED SITE SURVEY SERVICES - Brackenridge Building**

A survey of this site has been prepared in a previous phase of this project. The Architect shall engage a consultant to re-verify existing tree calipers in conformance with the BHD measurements as currently required by the City of San Antonio, Texas.

The Survey information above is a part of the Client's responsibilities for the project, and the Architect's providing Survey services does not relieve the Client from responsibility for the accuracy of the information. The Architect shall be entitled to rely on the accuracy of the Survey information as if it had been provided by the Client.

#### **PROGRAMMING- Levi Building**

The Architect shall meet with representatives of the Client, and visit the Client's existing facilities to determine functional relationships and space requirements. Based on the information gathered, the Architect shall identify square footage requirements and methods of operation critical to the design of a functional, efficient and attractive Project. The Architect shall prepare a summary Building Program report outlining proposed building space allocations and spatial relationships.

**MEASURED DRAWINGS- Levi Building**

The Architect shall review existing construction documents provided by the Client and field measure readily accessible aspects of the existing facility. Based on this information. The Architect shall prepare scale floor plan and exterior elevation drawings depicting existing conditions to a reasonable degree of accuracy, on electronic media.

**EXISTING TREE/ LANDSCAPE ANALYSIS- Brackenridge Site**

The Architect shall provide an analysis of existing landscape on the site, including heritage trees, as currently defined by the City of San Antonio, Texas. The scope of these services does not include technical review of existing trees by an Arborist.

**II. DESIGN SERVICES**

---

**ARCHITECTURAL DESIGN AND CONSTRUCTION DOCUMENTS**

**SCHEMATIC DESIGN DOCUMENTS:** The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include preliminary site plans and preliminary building floor plan.

**DESIGN DEVELOPMENT DOCUMENTS:** The Architect shall provide Design Development Documents illustrating and describing the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections, elevations, and typical construction details. The Design Development Documents shall include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**CONSTRUCTION DOCUMENTS:** The Architect shall provide Construction Documents setting forth the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish the selection, composition, and quality levels of materials and systems required for the Project.

During the development of the Construction Documents, the Architect shall assist the Client in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms, and the form of agreement between the Client and the Contractor; and (2) the Conditions of the Contract for Construction (General Conditions, and Supplementary/Special Conditions if applicable).

**If, through no source delay caused by the Architect, the Schematic Design, Design Development, and Construction Documents have not been completed within six (6) months from the date of execution of the Client-Architect agreement, services of the Architect beyond this limit shall be provided by the Architect as a Change in Services.**

**INTERIOR ARCHITECTURE- Levi Building**

The Architect shall design and document the interior of the project.

**LANDSCAPE ARCHITECTURE**

The Architect shall provide design, construction documents, and contract administration for the normal exterior plantings of the Project.

**LANDSCAPE IRRIGATION SYSTEM DESIGN**

For the Client's convenience, the Architect shall engage a Consultant to provide design, construction documents, and contract administration for the normal landscape irrigation system of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

**INTERIOR COLOR/FINISH SELECTIONS- Levi Building**

The Architect shall select colors and finishes for the finished portions of the interior of the Project.

**COLOR/FINISH DISPLAY BOARD- Levi Building**

The Architect shall prepare a color/finish display board depicting samples of materials and colors to be utilized on the project.

**SIGN DESIGN AND CONSTRUCTION DOCUMENTS**

The Architect shall design and document interior and exterior directional signs, exterior project sign/s, and interior room identification graphics.

**COLOR SITE PLAN RENDERINGS OF THE PROJECT**

The Architect shall prepare color rendered site plans of the Project, depicting the design and layout.

**COLOR FLOOR PLAN RENDERING OF THE PROJECT - Levi Building**

The Architect shall prepare color rendered floor plan of the Project, depicting the design and layout.

**STRUCTURAL ENGINEERING**

For the Client's convenience, the Architect shall include engage a Consultant to provide design, construction documents, and contract administration services for the normal structural elements of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

**MECHANICAL-ELECTRICAL ENGINEERING**

For the Client's convenience, the Architect shall engage a Consultant to provide design, construction documents, and contract administration services for normal mechanical-electrical elements of the Project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

**ENERGY EFFICIENCY ANALYSIS- Levi Building**

The Architect and appropriate Architect's Consultants shall prepare an energy efficiency analysis to determine the Project's compliance with the International Energy Conservation Code, 2000 Edition.

**CIVIL ENGINEERING- Brackenridge Site**

For the Client's convenience, the Architect shall engage a Consultant to provide design, construction documents, and contract administration services for normal site grading elements of the project. The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

Unless specifically noted otherwise in this schedule, Civil Engineering services included in the Architect's scope of services exclude platting, zoning, preparation of easement documents, traffic impact studies, drainage/detention analysis, retaining walls, or special drainage structures.

**CIVIL ENGINEERING- Levi Building**

For the Client's convenience, the Architect shall engage a Consultant to provide design, construction documents, and contract administration services for minor site grading revisions and the construction of a vehicular bridge across an existing drainage channel.

The Consultant shall be solely responsible for the accuracy and timeliness of consulting services provided.

Unless specifically noted otherwise in this schedule, Civil Engineering services included in the Architect's scope of services exclude platting, zoning, preparation of easement documents, traffic impact studies, drainage/detention analysis, retaining walls, or special drainage structures.

#### **TRAFFIC IMPACT STUDIES**

For the Client's convenience, the Architect shall engage a Consultant to provide a traffic impact study for each site per the requirements of the City of San Antonio, Texas. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

#### **DRAINAGE STUDIES**

For the Client's convenience, the Architect shall engage a Consultant to provide a drainage study for each site per the requirements of the City of San Antonio, Texas. The Consultant shall be solely responsible for the accuracy and timeliness of Consultant services provided.

#### **PERVIOUS COVER CALCULATIONS**

The Architect shall engage a Consultant to provide, calculations of the approximate area of pervious and impervious cover on each site- both existing conditions and anticipated conditions upon construction of the project.

### **III. CONTRACT PROCUREMENT SERVICES**

---

#### **GENERAL CONTRACT PROCUREMENT SERVICES**

The Architect shall assist the Client in obtaining competitive bids and shall assist the Client in awarding and preparing a Contract for Construction.

The Architect shall assist the Client in bid or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Client, the Architect shall notify all prospective bidders or contractors of the bid or proposal results. If requested by the Client, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders/proposers.

If requested by the Client, the Architect shall distribute the Bidding Documents to prospective bidders/proposers and request their return upon completion of the bidding/pricing process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.

The Architect shall consider requests for substitutions, if permitted by the Bidding or Proposal Documents, and shall prepare and distribute addenda identifying acceptable substitutions to all prospective bidders/proposers.

#### **COMPETITIVE BIDDING**

The Architect shall participate in or, at the Client's direction, shall organize and conduct a pre-bid conference for prospective bidders.

The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

The Architect shall participate in or, at the Client's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Client.

#### IV. CONTRACT ADMINISTRATION SERVICES

---

##### GENERAL ADMINISTRATION

The Architect shall provide administration of the Contract between the Client and the Contractor.

The Architect's responsibility to provide the Contract Administration Services commences with the award of the initial Contract for Construction and terminates at the issuance to the Client of the final Certificate for Payment. **Should the Architect's Contract Administration Services be required beyond sixty (60) days after the date of Substantial Completion of the Work, the Architect's services beyond this time shall be provided as a Change in Services.**

The Architect shall be a representative of and shall advise and consult with the Client during the provision of Contract Administration Services.

The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents.

The Architect shall on the Client's behalf prepare, reproduce and distribute supplemental Drawings and/or Specifications in response to requests for information by the Contractor.

During the Architect's performance of Contract Administration Services, the Architect shall review the project from time to time and may recommend design changes, additions, or corrections. Changes and additions approved by the Client and corrections as necessary shall be added to the work by Change Order. **A contingency fund, in an amount established by the Client in consultation with the Architect, shall be provided by the Client to be used for such changes, additions, and corrections.**

**If the contractor has not achieved Substantial Completion of the Project within the time period established in the Notice to Proceed, services of the Architect beyond this limit shall be provided by the Architect as a Change in Services.**

##### SITE VISITS/ CONSTRUCTION SITE MEETINGS

The Architect, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

The Architect shall attend routine construction progress meetings with the Contractor at the construction site. The Architect shall conduct such meetings, record minutes of the meetings' activities, and distribute minutes to the Client and Contractor.

The Architect shall attend other special site meetings when required for review of mock-ups, pre-construction conferences, and the like.

The Architect shall report to the Client known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

#### **CERTIFICATION OF PAYMENTS TO CONTRACTOR**

The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Client, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

#### **SUBMITTAL REVIEW**

The Architect shall review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### **ADMINISTRATION OF CHANGES IN THE WORK**

The Architect shall prepare Change Orders and/or Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction (ASI).

#### **SUBSTANTIAL AND FINAL COMPLETION INSPECTION**

The Architect shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

When the Architect receives the Contractor's final application for payment, indicating the Final Completion of the Work, the Architect shall conduct a Final Completion inspection. The Architect's Final Completion inspection shall be conducted to determine the Contractor's satisfactory completion of the list of items to be corrected or completed. When the work is found to be finally complete, the Architect shall certify and forward to the Client the Contractor's final application for payment.

### **V. GENERAL PROJECT ADMINISTRATION SERVICES**

#### **MANAGEMENT OF SERVICES OF ARCHITECT AND CONSULTANTS**

The Architect shall manage the Architect's services, consult with the Client, research applicable design criteria, and communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Client and the Client's consultants, if any.

#### **CLIENT PRESENTATIONS / MEETINGS**

The Architect shall make presentations to explain the design of the Project to representatives of the Client. The Architect shall attend meetings periodically with the

Client to review the status of the Project and as needed to provide the Architect's services. The Architect shall be entitled to rely on approvals from the Client at such meetings/presentations in the further development of the design.

#### **SPECIAL PRESENTATIONS / MEETINGS**

The Architect shall attend meetings and make presentations to explain the design of the Project to others on behalf of the Client. **Should the Architect be required to attend more than three (3) total such special meetings/presentations, exclusive of periodic construction progress meetings with the Contractor which the Client may also attend, such attendance shall be provided by the Architect as a Change in Services.**

#### **PRELIMINARY PLAN REVIEW CONFERENCE**

The Architect shall arrange and attend a preliminary plan review conference with City Plan Review officials to confirm the general conformance of the design of the Project to applicable City codes and other regulations.

#### **ASSISTANCE IN TEXAS DEPARTMENT OF LICENSING AND REGULATION ACCESSIBILITY (ADA) APPROVAL**

The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for approval of the Project for accessibility by the disabled by the Texas Department of Licensing and Regulation (TDLR), including forwarding of documents to a TDLR-licensed Reviewer, and reviewing and responding to Reviewer comments, if any. **Should the Architect be required to (1) make substantive revisions to the Drawings and/or Specifications as a result of revisions required by the TDLR Reviewer which were not reasonably anticipatable by the Architect, (2) apply for variance/s based on TDLR Reviewer comments not reasonably anticipatable by the Architect or necessitated by Client mandated Project design components, or (3) provide services related to Reviewer comments from a post-construction inspection, such services shall be provided by the Architect as a Change in Services.**

#### **ASSISTANCE IN SAN ANTONIO HISTORIC & DESIGN REVIEW COMMISSION APPROVAL- Brackenridge Site**

The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of the San Antonio Historic and Design Review Commission (HDRC), including attending and making presentations at Commission meetings to obtain conceptual and final approval of the Project. **Should the Architect be required to attend more than two (2) meetings/presentations with the HDRC, such attendance shall be provided by the Architect as a Change in Services.**

#### **ASSISTANCE IN CITY BUILDING PERMITTING APPROVAL**

In connection with the Client's and/or Client's Contractor's responsibility for submitting documents required for City building permitting, the Architect shall respond to questions or comments by City plan reviewers related to the Architect's scope of services.

### **VI. CONSTRUCTION COST AND SCHEDULING SERVICES**

---

#### **OPINIONS OF PROBABLE CONSTRUCTION COST**

When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary Opinion of Probable Construction Cost. This Opinion may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of Construction Documents, the Architect shall update and refine the preliminary Opinion of Probable



Construction Cost. The Architect shall advise the Client of any adjustments to previous Opinions of Probable Construction Cost indicated by changes in Project requirements or general market conditions. If at any time the Architect's Opinion of Probable Construction Cost exceeds the Client's budget, the Architect shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget, and the Client shall cooperate with the Architect in making such adjustments.

#### **PROJECT SCHEDULE**

When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project Schedule that shall identify milestone dates for decisions required of the Client, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

### **VII. POST CONSTRUCTION SERVICES**

---

#### **RECORD DRAWINGS**

The Architect shall prepare a set of reproducible record drawings of the Project, incorporating changes in the work and other significant variations in the built Project from that depicted in the Construction Documents. The Architect's work shall be based on data provided by the Contractor, upon which data the Architect shall be permitted to rely.

### **VIII. SPECIAL SERVICES**

---

Not Applicable.

# Exhibit B to Architect's Proposal

City Nursery Relocation

dated 10.07.04

## Conceptual Phase I Cost Estimate

San Antonio Parks and Recreation

Remodel of 125,220 S.F. Building II of the Levi Strauss & Co. San Antonio Facility for Centralized SAPAR Facility

CODE	WORK ITEM	UNITS	UNIT PRICE	EXTENDED COST	REMARKS
<b>1 GENERAL REQUIREMENTS</b>					
1.1	Project Management				
	Project Personnel	26.00 week	\$4,000.00	\$104,000.00	
	GC Equipment	6.00 mo	\$2,500.00	\$15,000.00	
	<b>Subtotal</b>			<b>\$119,000.00</b>	
1.2	Quality Control				
	Material Testing	1.00 ls	\$8,000.00	\$8,000.00	
	Project Record Documents	1.00 ls	\$5,000.00	\$5,000.00	
	<b>Subtotal</b>			<b>\$13,000.00</b>	
1.3	Miscellaneous Job Costs				
	Mobilization	1.00 ls	\$12,000.00	\$12,000.00	
	Job Communication/Phone Equipment	6.00 mo	\$200.00	\$1,200.00	
	Temp. Utilities Use	6.00 mo	\$250.00	\$1,500.00	
	Project Signs	2.00 ea	\$600.00	\$1,200.00	
	Cleaning	319.00 msf	\$16.00	\$5,104.00	
	Portable Toilets	6.00 mo	\$800.00	\$4,800.00	
	Miscellaneous	1.00 ls	\$15,000.00	\$15,000.00	
	<b>Subtotal</b>			<b>\$40,804.00</b>	
	<b>Subtotal</b>			<b>\$172,804.00</b>	
<b>2 SITE DEVELOPMENT</b>					
2.1	Allowance for Concrete culvert bridge to cross drainage channel to connect to adjoining 22 acre property				
	Bridge Structure	1.00 ls	\$75,000.00	\$75,000.00	
	<b>Subtotal</b>			<b>\$75,000.00</b>	
2.2	Connection of Recycled Water on Callahan Road to 22 acre property				
	Meter and Tap from Callahan	1.00 ls	\$15,000.00	\$15,000.00	
	<b>Subtotal</b>			<b>\$15,000.00</b>	
2.3	Allowance for Site Lighting & Power outside existing building				
	site Lighting/ Power	1.00 ls	\$25,000.00	\$25,000.00	
	<b>Subtotal</b>			<b>\$25,000.00</b>	
2.4	Allowance for new Drives/Paving around existing building				
	New Drives/ Paving	1.00 ls	\$75,000.00	\$75,000.00	
	<b>Subtotal</b>			<b>\$75,000.00</b>	

2.5	Erosion Protection at minor new site work	1.00	Is	\$5,000.00	\$5,000.00		
	Allowance						
	Subtotal				\$5,000.00		
2.6	Relocated Greenhouse No. 1 from Brackenridge Site	1.00	Is	\$25,000.00	\$25,000.00		
	Allowance						
	Subtotal				\$25,000.00		
2.7	Relocated Chemical Storage Building from Brackenridge Site	1.00	Is	\$9,000.00	\$9,000.00		
	Allowance						
	Subtotal				\$9,000.00		
2.8	New Fencing to Separate Equipment Parking on Existing Parking Lot	1400.00	If	\$30.00	\$42,000.00		
	Subtotal				\$42,000.00		
2.9	Storm Water Participation Fee	1.00	Is	\$30,000.00	\$30,000.00		Does not include 22 acre site
	allowance for fee in lieu of detention						
	Subtotal				\$30,000.00		
2.10	Earthwork/Drainage Work (Site Preparation at 22-acre site)						Not Included
	Subtotal						
2.11	Paving/Flatwork at 22-acre site						Not Included
	Subtotal						
2.12	Fire Hydrants and Fire Line Infrastructure						Not Included: May be required by code
	Subtotal						
2.13	New Nursery Head House						Not Included
	Subtotal						
2.14	New Nursery/Propagation House						Not Included
	Subtotal						
2.15	New Double Gutter Connected Green House A						Not Included
	Subtotal						
2.16	New Double Gutter Connected Green House B						Not Included
	Subtotal						
2.17	Nursery/ Shade Structures						Not Included
	Subtotal						
2.18	Nursery/ Cold Frame Houses						Not Included
	Subtotal						
2.19	Nursery/ Containerized Trees						Not Included
	Subtotal						
2.20	Nursery/ In ground Tree Growing Area						Not Included
	Subtotal						
2.21	Site perimeter upgrade per UDC						May be required by code
	Subtotal						
2.22	Landscaping/ Tree preservation ordinance allowance						May be required by code
	Subtotal						
	Subtotal				\$301,000.00		
3	EXISTING BUILDING REMODELING						
3.1	Demolition and Abatement at Existing Building	1.00	Is	\$250,000.00	\$250,000.00		recommended
	Abatement Allowance						
	Demolition Allowance	125220.00	Sf	\$0.50	\$62,610.00		
	Subtotal				\$312,610.00		
3.2	Exterior Envelope Improvements						
	New wall pack light fixtures				\$5,000.00		
	Repair existing storefront windows	13.00	ea	\$500.00	\$6,500.00		
	Roof Repair Allowance	1.00	Is	\$50,000.00	\$50,000.00		
	Comprehensive Roof replacement			\$0.00	\$0.00	future phase	Recommended work based on building's age
	Minor Exterior Facade/ Fenestration Upgrade	1.00	Is	\$75,000.00	\$75,000.00		
	Comprehensive Exterior upgrade	0.00	Is	\$0.00	\$0.00	future phase	
	Miscellaneous Building Envelope Repairs/ Maintenance	1.00	Is	\$25,000.00	\$25,000.00		
	Allowance for Building and Site Graphics/ Site Upgrade	1.00	Is	\$25,000.00	\$25,000.00		



BEATY &amp; PARTNERS | ARCHITECTS

## MEMORANDUM

TO  
Scott Stover

FROM  
Michael Beaty 

DATE  
10.19.04

SUBJECT  
City Nursery Relocation

## MESSAGE

SCOTT, per our telephone conversation today, this is to confirm our design team members for this project.

All team members are as presented in our original submittal for this project with one exception. Laffoon Associates was our proposed Landscape Architect on the original team. We have contacted John Laffoon and offered him the opportunity to retain this position on our team. Due to his current workload, however, John has declined to participate. We now plan to handle this project component with in-house Landscape Architect staff.

Our Design Team is as follows:

Beaty and Partners Architects (prime consultant): Architect/ Landscape Architect  
James T. Rodriguez Engineering, Inc: Mechanical-Electrical Engineer  
Danysh and Associates, Inc: Structural Engineer  
Bain Medina Bain Inc.: Civil Engineer/ Surveyor

Let me know if you need additional information.

Thank you.

## City of San Antonio

### Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

#### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

N/A

(2) the identity of any business entity that would be a party to the discretionary contract:  
Beaty & Partners Architects  
and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

N/A

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

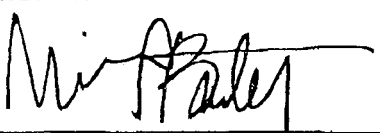
**Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Michael Beaty AIA		
Signature: 	Title: president  Company: Beaty & Partners Architects, Inc.	Date:  10.19.04

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.